

d. Right to Placement of Signs: The Grantee shall have the right to place a reasonable number of small signs on the Conservation Easement Area which identify the land as being protected by this Conservation Easement.

7. Grantee's Remedies: In the event of a breach of this Conservation Easement by the Grantor, the Grantee shall have the following remedies and shall be subject to the following limitations:

a. Actions Against Grantor: In the event of a breach of this Conservation Easement, the Grantee may bring action against the Grantor for failing to fulfill its obligations as contained herein. Prior to an action being brought, the Grantee shall provide written notice, as set forth herein to the Grantor, advising of the breach of duty and demanding that Grantor abide by the provisions of this Conservation Easement.

b. Requirement of Notice: If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantor continues in its breach of duties or if the Grantor does not take substantial corrective measures within the Notice period, or if Grantor should fail to continue diligently to provide said duties, the Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantee include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Conservation Easement Area, and/or an order compelling restoration of the Conservation Easement Area.

c. Emergency Action: If the Grantee determines that the use permitted by this Conservation Easement is, or is expected to be violated so to cause significant or irreparable damage to the physical, biological and/or chemical integrity of the Conservation Easement Area, the Grantee will provide written notice to the Grantor. If, through reasonable efforts, the Grantor cannot be notified, or if the Grantee determines, in its sole discretion, that the circumstances justify prompt action to mitigate or prevent injury to the Conservation Easement Area, then the Grantee may pursue its lawful remedies without awaiting the Grantor's opportunity to cure. Grantor shall not be liable for any costs arising from Grantee's failure to provide advance notice as set forth in Section 7 (b) above.

d. Injunctive Relief for Actual or Threatened Non-Compliance: Grantor acknowledges that actual or imminent threat of non-compliance under this Conservation Easement constitute immediate and irreparable harm. The Grantor acknowledges that Grantee's remedies at law for any violation of the terms hereof are inadequate and Grantee is entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or inadequacy of otherwise available legal remedies.

e. Cumulative Remedies: The preceding remedies of the Grantee are cumulative. Any or all of the remedies may be invoked by the Grantee if there is an actual or